

<b>SOLICITATION, OFFER AND AWARD</b>			<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>		<b>Rating</b> DOA6	<b>Page</b> 1 <b>of</b> 28
<b>2. Contract No.</b>		<b>3. Solicitation No.</b> W52P1J-06-R-0131		<b>4. Type of Solicitation</b> Negotiated (RFP)	<b>5. Date Issued</b> 2007JAN29	<b>6. Requisition/Purchase No.</b> SEE SCHEDULE
<b>7. Issued By</b> HQ ARMY SUSTAINMENT COMMAND AMSAS-ACA-I ROCK ISLAND, IL 61299-6500  BLDGS 350 & 390			<b>Code</b> W52P1J	<b>8. Address Offer To (If Other Than Item 7)</b> HQ ASC ACQUISITION CENTER ATTN AMSAS-AC ROCK ISLAND, IL 61299-6500		

**SOLICITATION** NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

**9. Sealed offers in original and** 1 signed **copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in** AMSAS-AC BLDG 350 ACQUISITION CTR **until** 2007FEB28 **(hour) local time** 2007FEB28 **(Date).**

**Caution - Late Submissions, Modifications, and Withdrawals:** See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

<b>10. For Information Call:</b>	<b>Name</b> PETER BROWN <b>E-mail address:</b> PETER.BROWN@US.ARMY.MIL	<b>Telephone No. (Include Area Code) (NO Collect Calls)</b> (309)782-3621
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**OFFER (Must be fully completed by offeror)**

**NOTE:** Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

**12. In compliance with the above, the undersigned agrees, if this offer is accepted within**        **calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.**

**13. Discount For Prompt Payment**  
(See Section I, Clause No. 52.232-8)

<b>14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:</b>	<b>Amendment Number</b>	<b>Date</b>	<b>Amendment Number</b>	<b>Date</b>

<b>15A. Contractor/Offeror/Quoter</b>	<b>Code</b>	<b>Facility</b>	<b>16. Name and Title of Person Authorized to Sign Offer (Type or Print)</b>
<b>15B. Telephone Number (Include Area Code)</b>			<b>17. Signature</b>
<b>15C. Check if Remittance Address is</b> <input type="checkbox"/> <b>Different From Blk 15A- Furnish Such Address In Offer</b>			<b>18. Offer Date</b>

**AWARD (To be completed by Government)**

<b>19. Accepted As To Items Numbered</b>	<b>20. Amount</b>	<b>21. Accounting And Appropriation</b>	
<b>22. Authority For Using Other Than Full And Open Competition:</b> <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )		<b>23. Submit Invoices To Address Shown In</b> (4 copies unless otherwise specified)	<b>Item</b>
<b>24. Administered By (If other than Item 7)</b>		<b>25. Payment Will Be Made By</b>	
<b>Code</b>		<b>Code</b>	
SCD PAS ADP PT			
<b>26. Name of Contracting Officer (Type or Print)</b>		<b>27. United States Of America</b>  _____ /SIGNED/ (Signature of Contracting Officer)	<b>28. Award Date</b>

**IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.**

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**Name of Offeror or Contractor:**

SECTION A - SUPPLEMENTAL INFORMATION

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1	52.204-7000 LOCAL	ONLINE REPRESENTATIONS AND CERTIFICATIONS APPLICATION (ORCA)	JUN/2005
<p>Notice to All Contractors: In a final rule contained in the Federal Acquisition Circular 01- 26 (Item I, FAR Case 2002-24) published in the Federal Register on December 20, 2004, the Federal Acquisition Regulation was amended to require offerors to submit representations and certifications electronically via the Business Partner Network. Offerors shall complete an Online Representations and Certifications Application (ORCA) as soon as possible. This solicitation requires online certifications and representations. Failure to complete the ORCA registration may make the offeror ineligible for award. The ORCA can be found at <a href="http://orca.bpn.gov">http://orca.bpn.gov</a>.</p>			

(End of narrative)

(AS7002)

A-2	52.252-4500 LOCAL	FULL TEXT CLAUSES	APR/2006
(a) This contract incorporates one or more clauses and provisions by reference, with the same force and effect as if they were set forth in full text. Upon request the Contracting Officer will make their full text available.			
(b) The entire body of full text regulatory clauses and provisions are no longer included in solicitations or contracts. These clauses and provisions have the same force and effect as if the entire full text was included in the solicitation/contract. Where text has been removed three asterisks are put in its place (***).			
(c) You can view or obtain a copy of all clauses and provisions on the Internet at: <a href="http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm">http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm</a> . Click on command unique first to locate the clause. If it is not located under command unique click on regulatory to find.			
(d) All full text clauses have a 6 or 7 as the third digit of the clause number (i.e., AS7000).			

(End of narrative)

(AS7001)

- THIS SOLICITATION IS FOR THE SERVICES ASSOCIATED WITH THE OPERATION OF A CONSOLIDATION FACILITY FOR DEPARTMENT OF DEFENSE (DOD) AND OTHER FEDERAL AGENCY GENERATORS OF LOW-LEVEL RADIOACTIVE WASTE. THE CONSOLIDATION FACILITY MUST BE CAPABLE OF PROVIDING VOLUME REDUCTION, WASTE PROCESSING, REPACKAGING, DECONTAMINATION CAPABILITY, AND BROKERAGE, RECYCLE AND DISPOSAL SERVICES.
- OFFEROR'S MUST OWN AND OPERATE THE CONSOLIDATION FACILITY AND, HOLD A NUCLEAR REGULATORY COMMISSION (NRC) OR EQUIVALENT AGREEMENT STATE LICENSE WITH THE FOLLOWING MINIMAL MATERIAL LIMITS:
  - TOTAL ACTIVITY LIMIT 10,000 CURIES
  - TRITIUM 5,000 CURIES
  - SOURCE MATERIAL 100,000 LBS
  - ATOMIC NUMBER 2-91  
(EXCEPT SOURCE MATERIAL 1,000 CURIES/NUCLIDE
  - ATOMIC NUMBER >91 (EXCEPT SNM) 25 CURIES/NUCLIDE
  - SPECIAL NUCLEAR MATERIAL 200g OF U235 OR 100g

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OF U233 OR 100g PLUTONIUM  
OR ANY COMBINATION OF THESE  
PROVIDED THE SUM OF THE RATIOS OF THE  
QUANTITIES DOES NOT EXCEED UNITY

3. THE GOVERNMENT INTENDS TO AWARD UP TO THREE (3) INDEFINITE-DELIVERY/INDEFINITE-QUANTITY (IDIQ)CONTRACTS (ONE AWARD FOR EACH REGION) THAT EXPIRE FIVE (5) YEARS AFTER THE CONTRACT AWARD DATE. THE IDIQ AWARD(S) WILL BE MADE CONCURRENTLY WITH THE FIRST TASK ORDER AT SUCH TIME A REQUIREMENT IS AVAILABLE. ALL OFFERORS MUST SPECIFY WHICH REGION THEIR CONSOLIDATION FACILITY IS LOCATED.  
THE THREE REGIONS ARE AS FOLLOWS:

- a) REGION I: SELECTED FROM THE STATES OF ME, NH, VT, MA, CT, NY, PA, RI, DE, NJ, MD, WV, VA, MI, IN, OH, KY, TN, NC, SC, AL, GA AND FL.
- b) REGION II: SELECTED FROM THE STATES OF ND, SD, MN, WI, IL, IA, NE, WY, CO, KS, MO, AR, LA, MS, TX, OK AND NM.
- c) REGION III: SELECTED FROM THE STATES OF WA, ID, MT, OR, NV, UT, AZ, CA, AK AND HI.

4. THE IDIQ CONTRACT AND FIRST TASK ORDER WILL BE MADE CONCURRENTLY TO THE LOW PRICED, TECHNICALLY ACCEPTABLE OFFEROR IN EACH REGION. IF THE GOVERNMENT DECIDES THAT THERE IS NO ACCEPTABLE PROPOSAL FOR ONE OF THE REGIONS, NO AWARD WILL BE MADE IN THAT REGION. AN AWARD WILL NOT BE MADE IN ANY REGION UNTIL A TASK ORDER CAN BE PLACED CONCURRENTLY.

5. AFTER ALL THE POSSIBLE INITIAL IDIQ/TASK ORDERS HAVE BEEN AWARDED TO THE SUCCESSFUL OFFEROR'S, ANY OTHER TASK ORDERS AWARDED DURING THE FIVE YEAR CONTRACT PERIOD WILL ONLY BE AWARDED TO THE SUCCESSFUL OFFEROR THAT HAS THE LOWEST OVERALL PRICE TO THE GOVERNMENT, WITHOUT REGARD TO THE REGION. THE GOVERNMENT WILL CALCULATE THE COST OF THE PROCESSING, PERMITTING AND/OR BONDING COSTS AS WELL AS THE TRANSPORTATION COST TO THE GOVERNMENT (TO THE PROCESSING FACILITY AND TO THE DISPOSITION SITE). THE GOVERNMENT SHALL ALSO CONSIDER ALL APPLICABLE LOCAL, STATE AND FEDERAL RULES, LAWS, STATUTES AND REGULATIONS. THE GOVERNMENT RESERVES THE RIGHT TO AWARD A TASK ORDER UNDER ANY OF THE SUBSEQUENT IDIQ AWARDS THAT WILL BE THE MOST ADVANTAGEOUS TO THE GOVERNMENT.

6. THE MINIMUM DOLLAR AMOUNT OF EACH CONTRACT AWARDED AS A RESULT OF THIS SOLICITATION IS \$2,500.00. THE OVERALL SHARED MAXIMUM PRICE RESULTING FROM THIS SOLICITATION IS \$5,000,000.00. THE MAXIMUM AGGREGATE DOLLAR VALUE OF ALL DELIVERY ORDERS ISSUED TO ALL CONTRACTORS UNDER THIS SOLICITATION SHALL NOT EXCEED THE ABOVE MAXIMUM AMOUNT. THE MINIMUM AND MAXIMUM FOR EACH AWARD WILL BE DETERMINED AT THE TIME OF AWARD.

7. THE GOVERNMENT RESERVES THE RIGHT TO HOLD DISCUSSIONS OR PROCEED WITH AWARD WITHOUT HOLDING DISCUSSIONS.

8. IN ORDER TO BE CONSIDERED FOR AWARD THE CONTRACTOR MUST SUBMIT PRICES FOR ALL CONTRACT LINE ITEMS IN SECTION "B" AND VALIDATE THEIR BID PICES FOR A PERIOD OF SIX (6) MONTHS FROM THE CLOSING DATE OF THIS RFP.

\*\*\* END OF NARRATIVE A 0001 \*\*\*

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	<p><u>SERVICES LINE ITEM</u></p> <p>SECURITY CLASS: Unclassified</p>				
0001AA	<p><u>WASTE ACCEPTANCE/RECEIPT</u></p> <p>PROPOSED IN PRICE PER CUBIC FOOT.</p> <p>(End of narrative B001)</p>				
0001AB	<p><u>INSPECTION, SEGREGATION &amp; PREPARATION</u></p> <p>OF RECYCLABLE RADIOACTIVE MATERIALS PROPOSED IN PRICE PER CUBIC FOOT</p> <p>(End of narrative B001)</p>				
0001AC	<p><u>INSPECTION, SEGREGATION &amp; PREPARATION</u></p> <p>OF RADIOACTIVE MATERIALS FOR DISPOSAL PROPOSED PRICE PER CUBIC FOOT.</p> <p>(End of narrative B001)</p>				
0001AD	<p><u>CONTRACTOR MANPOWER REPORTING</u></p> <p>THE CONTRACTOR MANPOWER REQUIREMENT (SEE SECTION C AND SOW) WILL BE APPLICABLE TO DEPARTMENT OF THE ARMY TASKS ONLY. IF NOT SEPARATELY PRICED MARK CLIN 0001AD AS "NSP"</p> <p>CLINS 0001AA THROUGH 0001AC SHALL INCLUDE ANY COSTS FOR THE FOLLOWING:</p> <p>1. BASIC OPERATION TO INCLUDE MAINTAINING INVENTORY AND KEEPING RECORDS.</p>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<div>2. PROVIDE ASSISTANCE/TRAINING (i.e., SEND THE ARMY UPDATES ON REVISIONS TO FEDERAL, STATE, LOCAL, CONTRACTOR AND/OR CARRIER REVISIONS TO SHIPPING PROCEDURES.</div> <div>3. PROVIDE A 24-HOUR EMERGENCY RESPONSE TELEPHONE SERVICE (IAW 49 CFR 172.604)</div> <div>(End of narrative B001)</div>				

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

DESCRIPTION OF WORK CONSOLIDATION AND PROCESSING FACILITY USA 2006-018

To provide all services associated with the operation of a consolidation facility for generators of low-level radioactive waste (LLRW) in the Department of Defense (DoD) and other federal agencies. The consolidation facility shall have the capability to provide; volume reduction, waste processing, repackaging, decontamination, recycle, technical assistance, inventory management, 24-hour emergency response service, temporary storage for a minimum of 12 months and brokerage services.

All activities associated with this scope of work shall comply with all applicable local, state and federal rules, laws and regulations including the Defense Appropriation Act as it pertains to the use of ozone depleting substances. The contractor, in performing the efforts defined in this scope of work, will in no way construe the government direction as supporting, suggesting or directing the use of ozone depleting substances. The contractor will specifically bid and perform all contractual efforts in compliance with this act.

SCOPE OF WORK

1. COORDINATION. The contractor shall coordinate all non-routine project activities (i.e., circumstances not identified by this scope of work) with the following Joint Munitions Command (JMC) personnel:

U.S. Army Joint Munitions Command  
AMSJM-SF (Mr. Kelly Crooks)  
1 Rock Island Arsenal  
Rock Island, IL 61299-6000  
Phone (309) 782-0338  
Facsimile: (309) 782-2988  
Email: \\*HYPERLINK "mailto:kelly.crooks@us.army.mil" [kelly.crooks@us.army.mil](mailto:kelly.crooks@us.army.mil)

U.S. Army Joint Munitions Command  
AMSJM-SF (Mr. Mike Styvaert)  
1 Rock Island Arsenal  
Rock Island, IL 61299-6000  
Phone (309) 782-0880  
Facsimile: (309) 782-2988  
Email: \\*HYPERLINK "mailto:mike.styvaert@us.army.mil" [mike.styvaert@us.army.mil](mailto:mike.styvaert@us.army.mil)

U.S. Army Joint Munitions Command  
AMSJM-SF (Mr. Mike Donahue)  
1 Rock Island Arsenal  
Rock Island, IL 61299-6000  
Phone (309) 782-0230  
Facsimile: (309) 782-2988  
Email: \\*HYPERLINK "mailto:michael.donahue@us.army.mil" [michael.donahue@us.army.mil](mailto:michael.donahue@us.army.mil)

2. The contractor shall provide all services, materials and supplies necessary to perform the functions as described in this scope of work. The contractor shall be capable of meeting the following requirements and performing the following tasks;

A. REGULATORY CONCERNS.

a. JMC will obtain site use permits, interstate compact export permits and authorizations for outgoing shipments to Lawrence Livermore National Laboratories (LLNL), the Army Contaminated Equipment Retrograde Team (ACERT) facility and to Wright Patterson Air Force Base (WPAFB). The contractor shall be responsible for obtaining all remaining permits and/or authorizations. The contractor shall assume ultimate responsibility for ensuring all federal, state and municipal requirements are in place before processing, transporting and/or disposing of DoD LLRW.

b. The contractor shall provide assistance (within 24 hours) to JMC, on an as-needed basis, in interpreting rules and regulations as promulgated by the commercial LLRW disposal sites, the Nuclear Regulatory Commission, the Environmental Protection Agency, the various LLRW compacts, individual states, sub-contractors and the Department of Transportation.

c. The contractor shall provide JMC with a timely (i.e., within 10 working days) written notification of changes to any federal, state and/or municipal rules and regulations that have an impact or potential impact to the Government's LLRW program.

B. RECEIPT OF LLRW. Shipments of LLRW from DoD and other federal generators will arrive at the consolidation facility in small or

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large quantities from within the U.S. and from U.S. Government installations overseas. The consolidation facility shall accommodate direct shipments from individual Federal generators/installations as well as brokered shipments from JMC personnel and their agents.

- a. The contractor shall have the capability to quantify, characterize, profile and/or identify (as required) federal radioactive waste.
- b. The contractor shall accept, process, repackage and dispose of radioactively contaminated liquids, as required.
- c. Shipments will arrive at the consolidation facilities via commercial carriers, Government-owned conveyance or the personally owned vehicles of Government employees. The waste may consist of any radioactive material including source material and special nuclear material.
- d. The contractor shall accommodate radioactive waste shipments from DOD and other federal generators from all 50 U.S. states, as well as from U.S. activities overseas.
- e. The contractor shall, as part of this effort, supply JMC (within 10 days after contract award) with detailed shipping instructions, special shipping markings and labels (500 each) as well as all State, Compact and municipal forms required for shipping waste to the facility. The forms shall contain a 24-hour emergency response telephone number in accordance with 49 CFR, paragraph 172.604 (See paragraph 2.G).

C. PROCESSING OF DOD LLRW. The JMC, or their agents, will ship waste materials to the consolidation facilities and the contractors shall inspect the shipments upon receipt.

- a. The contractor shall provide to JMC (ATTN: AMSJM-SF) a written acknowledgement of acceptance and receipt for each individual JMC managed waste shipment within 10 days of arrival. The acknowledgement shall, in the contractors format, completely describe any paperwork/inventory discrepancies or any other problems with the shipment.

- b. The contractor shall perform volume reduction, decontamination and consolidation of materials to minimize waste volume, perform necessary repackaging or processing of the materials, mark and label the shipping containers and otherwise prepare the waste for storage, transport and/or disposition.

- c. The contractor shall perform decontamination and other waste minimization programs only when the cost of such operations provides a net savings as compared to disposal. The Army will determine the net overall lowest cost to Government.

D. OUTBOUND SHIPMENTS OF DOD LLRW. The contractor shall have a JMC-approved broker available to make DOD LLRW shipments to and from the consolidation facility and from the consolidation facility to disposal and recycle facilities.

- a. The Army Joint Munitions Command (JMC) Safety/Rad Waste Directorate shall approve persons managing shipments of radioactive or other hazardous materials for the Department of Defense Executive Agency (DODEA).

- b. The contractor shall possess, or have access to appropriate shipping containers for the repackaging of DOD LLRW to include DOT Type B packaging for transport of Type B quantities of DOD LLRW. The contractor must have a Quality Assurance plan for Type B packaging in place in accordance with NRC 10 CFR, subpart H.

- c. The contractor shall coordinate with one of the JMC POCs in paragraph 1 to obtain written authorization and instructions prior to making shipments to LLNL, WPAFB or the Rock Island Arsenal ACERT consolidation facility.

E. INVENTORY MANAGEMENT AND RECORD KEEPING. The contractor shall prepare an inventory listing of accumulated Government LLRW requiring disposal on an as needed basis, (a minimum of once per year). The contractor shall submit a complete inventory of Government waste prepared for disposal to JMC, ATTN: AMSJM-SF, at least 30 days prior to disposal.

- a. The contractor shall maintain an accurate and timely account of all radioactive materials on site in terms of total activity/weight and in terms of the percentage of the facility NRC license limit. The contractor shall accommodate (with a 1 week notification) a Government shipment(s) of up to 40% of the minimum license limits (see paragraph 2.F) for any given radionuclide.
- b. The contractor shall maintain records of all waste received, processed, stored and shipped off site. As a minimum, this record keeping system shall contain all radioactive shipment manifest information, the date received, waste processing that was utilized, volume reduction achieved, storage dates, disposal dates and sites and the total on site radioactive material inventory as a percentage of the facility NRC licensure limit. In addition, the system shall provide for real time waste tracking from the point the waste is shipped to the facility until it reaches its ultimate disposition. The contractor shall indefinitely maintain records in support of all projects completed for the Government.
- c. The contractor shall within 2 hours of notification during normal business hours provide a facsimile or electronic report of all actions taken and the current status of any Government waste stream shipped to the consolidation facility. The contractor shall supply JMC with a monthly report of waste received, waste processed, type of process applied, waste sent to storage and waste sent to

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disposal or for recycle (designate which disposal or recycle site). The word "waste" shall be defined in terms of the generator, Government project/shipment number, radionuclide, curie content and volume. The monthly report shall include copies of all incoming and outgoing Radioactive Shipment Manifests (RSM); outgoing shipments will include proof of receipt and disposal or recycle, where appropriate; and the facility status in terms of percentage of NRC licensure limits on site as of the reporting date.

F. LICENSE REQUIREMENTS. The contractor shall have a Nuclear Regulatory Commission (NRC), or equivalent Agreement State license, with the following minimal material limits:

- a. Total Activity Limit - 10,000 curies
- b. Tritium - 5,000 curies
- c. Source Material - 100,000 lbs
- d. Atomic Number 2-91 (except source material) - 1,000 curies/nuclide
- e. Atomic Number >91 (except SNM) - 25 curies/nuclide
- f. Special Nuclear Material - 200g of U235 or 100g of U233 or 100g of plutonium or any combination of these provided the sum of the ratios of the quantities does not exceed unity.

The contractor shall submit a copy of their NRC or agreement State license as part of their cost and technical proposal.

G. EMERGENCY RESPONSE. The contractor will provide a 24-hour emergency response telephone number for Government shipments enroute to the consolidation facility in accordance with paragraph 172.604 of 49 CFR.

H. INVOICES: Upon completion of the Scope of Work, the contractor shall provide invoices(s) to the Contracting Officer for approval. The contractor shall invoice only for work performed. The contractor shall state on the invoice a brief explanation of the work performed and period of performance. Failure to provide this brief explanation and period of performance will result in nonpayment of the invoice(s). All invoices shall be submitted electronically to the contracting officer. For an invoice that includes transportation or processing/recycle/disposal charges, the contractor shall include manifests showing receipt of the material and certificates of disposal, as appropriate. The contractor shall include a statement with or on these invoices for shipping and disposal certifying that they have distributed the shipping papers and/or disposal certificates.

3. CONTRACTOR MANPOWER REPORTING (CMR) REQUIRMENT. The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address: <https://cmra.army.mil/>. The required information includes:

- Contracting Office, Contracting Officer, Contracting Officer's Technical Representative;
- Contract number, including task and delivery order number;
- Beginning and ending dates covered by reporting period;
- Contractor name, address, phone number, e-mail address, identity of contractor employee entering data;
- Estimated direct labor hours (including sub-contractors);
- Estimated direct labor dollars paid this reporting period (including sub- contractors);
- Total payments (including sub-contractors);
- Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different);
- Estimated data collection cost;
- Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information);
- Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website);
- Presence of deployment or contingency contract language; and
- Number of contractor, and sub-contractor employees deployed in theater this reporting period (by country).

13.1 As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending 30 September of each government fiscal year and must be reported by 31 October of each calendar year. Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor's system to the secure web site without the need for separate data entries for each required data element at the web site. The specific formats for the XML direct transfer may be downloaded from the web site.



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SECTION D - PACKAGING AND MARKING

PACKAGING REQUIREMENTS ARE IN ACCORDANCE WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL RULES, LAWS AND REGULATIONS.

\*\*\* END OF NARRATIVE D 0001 \*\*\*

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SECTION E - INSPECTION AND ACCEPTANCE

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402

(End of Clause)

(EA7001)

	Regulatory Cite	Title	Date
E-1	52.246-4	INSPECTION OF SERVICES-FIXED PRICE	AUG/1996

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SECTION F - DELIVERIES OR PERFORMANCE

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER	AUG/1989

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> W52P1J-06-R-0131 <b>MOD/AMD</b>	<b>Page 12 of 28</b>
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SECTION H - SPECIAL CONTRACT REQUIREMENTS

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(HA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.247-7024 DFARS	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
H-2	252.211-7003 DFARS	ITEM IDENTIFICATION AND VALUATION	JUN/2005
(a) Definitions. As used in this clause			

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/dpap/UID/equivalents.html>.

DoD unique item identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Governments unit acquisition cost means

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractors estimated fully burdened unit

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cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractors estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreets Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC) /EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code.

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at [http://www.acq.osd.mil/dpap/UID/uid\\_types.html](http://www.acq.osd.mil/dpap/UID/uid_types.html).

- (b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.
- (c) DoD unique item identification or DoD recognized unique identification equivalents.
- (1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for
  - (i) All delivered items for which the Governments unit acquisition cost is \$5,000 or more; and
  - (ii) The following items for which the Governments unit acquisition cost is less than \$5,000:

Contract Line, Subline, or Exhibit Line Item Number	Item Description

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(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number \_\_\_\_.

(2) The concatenated unique item identifier and the component data elements of the DoD unique item identification or DoD recognized unique identification equivalent shall not change over the life of the item.

(3) Data syntax and semantics of DoD unique item identification and DoD recognized unique identification equivalents. The Contractor shall ensure that

(i) The encoded data elements (except issuing agency code) of the unique item identifier are marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Data Identifiers (DIs) (Format 06) in accordance with ISO/IEC International Standard 15418, Information Technology EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.

(B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.

(C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution DD format for use until the solution is approved by ISO/IEC JTC1 SC 31. The DD format is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at <http://www.acq.osd.mil/dpap/UID/guides.htm>; and

(ii) The encoded data elements of the unique item identifier conform to ISO/IEC International Standard 15434, Information Technology Syntax for High Capacity Automatic Data Capture Media.

(4) DoD unique item identification and DoD recognized unique identification equivalents.

(i) The Contractor shall

(A) Determine whether to serialize within the enterprise identifier or serialize within the part, lot, or batch number; and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; and for serialization within the part, lot, or batch number only; original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires unique item identification under paragraph (c)(1)(i) or (ii) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:

(1) Concatenated unique item identifier; or DoD recognized unique identification equivalent.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number.

(6) Lot or batch number.

(7) Current part number (if not the same as the original part number).

(8) Current part number effective date.

(9) Serial number.

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- (10) Governments unit acquisition cost.
- (e) For embedded DoD serially managed subassemblies, components, and parts that require unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report at the time of delivery, either as part of, or associated with the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:
  - (1) Concatenated unique item identifier or DoD recognized unique identification equivalent of the parent item delivered under a contract line, subline, or exhibit line item that contains the embedded subassembly, component, or part.
  - (2) Concatenated unique item identifier or DoD recognized unique identification equivalent of the embedded subassembly, component, or part.
  - (3) Unique item identifier type.\*\*
  - (4) Issuing agency code (if concatenated unique item identifier is used).\*\*
  - (5) Enterprise identifier (if concatenated unique item identifier is used).\*\*
  - (6) Original part number.\*\*
  - (7) Lot or batch number.\*\*
  - (8) Current part number (if not the same as the original part number).\*\*
  - (9) Current part number effective date.\*\*
  - (10) Serial number.\*\*
  - (11) Unit of measure.
  - (12) Description.
- \*\* Once per item.
- (f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at <http://www.acq.osd.mil/dpap/UID/DataSubmission.htm>.
- (g) Subcontracts. If paragraph (c)(1) of this clause applies, the Contractor shall include this clause, including this paragraph (g), in all subcontracts issued under this contract.

(End of clause)

(HA6001)

H-3                      52.242-4591                      CONTRACTOR PERFORMANCE INFORMATION                      DEC/2005

The successful offeror/bidder under this solicitation is advised that after contract award its performance under this contract will be subject to an assessment(s) in accordance with FAR 42.15 and AFARS 5142.1503-90. The Army Past Performance Management System (PPIMS) will be used to maintain the performance report(s) generated on this contract. The rating system to be used in this assessment shall be as follows:

Exceptional (Dark Blue) Performance meets contractual requirements and exceeds many to the Governments benefit. The contractual performance of the element or sub element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

Very Good (Purple) Performance meets contractual requirements and exceeds some to the Governments benefit. The contractual performance of the element or sub element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

Satisfactory (Green) Performance meets contractual requirements. The contractual performance of the element or sub element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

Marginal (Yellow) Performance does not meet some contractual requirements. The contractual performance of the element or

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sub element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractors proposed actions appear only marginally effective or were not fully implemented.

Unsatisfactory (Red) Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub element contains serious problem(s) for which the contractors corrective actions appear or were ineffective.

The evaluation procedures to be used in this assessment, which include coordination with the contractor, are detailed in AFARS 5142.1503-90.

(End of clause)

(HS7015)

H-4	52.247-4545	PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION	MAY/1993
	LOCAL		

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding///☐ YES ☐ NO

If YES, give name of rail carrier serving it: \_\_\_\_\_

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: \_\_\_\_\_

Serving Carrier: \_\_\_\_\_

(End of clause)

(HS7600)



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SECTION I - CONTRACT CLAUSES

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	JUL/2004
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP/2005
I-9	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.204-7	CENTRAL CONTRACTOR REGISTRATION	JUL/2006
I-11	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP/2006
I-12	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-13	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
I-14	52.215-8	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT	OCT/1997
I-15	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
I-16	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	SEP/2006
I-17	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-18	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-19	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-20	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP/2006
I-21	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-22	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP/2006
I-23	52.222-39	NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES	DEC/2004
I-24	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-25	52.232-1	PAYMENTS	APR/1984
I-26	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-27	52.232-11	EXTRAS	APR/1984
I-28	52.232-17	INTEREST	JUN/1996
I-29	52.232-25	PROMPT PAYMENT	OCT/2003
I-30	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-31	52.233-1	DISPUTES	JUL/2002
I-32	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-33	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-34	52.242-13	BANKRUPTCY	JUL/1995
I-35	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-36	52.243-1	CHANGES - FIXED-PRICE (AUG 1987) - ALTERNATE I	APR/1984
I-37	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-38	52.246-25	LIMITATION OF LIABILITY - SERVICES	FEB/1997
I-39	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JUN/2003
I-40	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY/2004
I-41	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-42	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-43	252.203-7001 DFARS	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2004
I-44	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-45	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	NOV/2003
I-46	252.205-7000 DFARS	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-47	252.219-7003 DFARS	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-48	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988

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	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
	DFARS		
I-49	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	MAY/2004
	DFARS		
I-50	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
	DFARS		
I-51	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
	DFARS		
I-52	52.248-1	VALUE ENGINEERING	FEB/2000

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(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

These data, furnished under the Value Engineering clause of contract \_\_-1-\_\_, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations.

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

(IF8400)

I-53	52.216-18	ORDERING	OCT/1995
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(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by individuals or activities designated in the Schedule. Such orders may be issued for a period not to exceed five (5) years after the date of award of an IDIQ contract.

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(End of clause)

(IF6088)

I-54	52.216-19	ORDER LIMITATIONS	OCT/1995
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(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less the \$2500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor -

(1) Any order for a single item in excess of N/A;

(2) Any order for a combination of items in excess of \$5,000,000.00; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 CALENDAR days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

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(End of clause)

(IF6089)

I-55                      52.243-7                      NOTIFICATION OF CHANGES                      APR/1984

(a) Definitions. "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer. "Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this paragraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within (to be negotiated) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state-

(1) The date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including-

(i) What contract line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within (to be negotiated) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either-

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or 4) In the event the Contractor's notice information is inadequate to make a decision under paragraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the

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work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made-

- (i) In the contract price or delivery schedule or both; and
- (ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

(IF6250)

I-56                      52.252-6                      AUTHORIZED DEVIATIONS IN CLAUSES                      APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

I-57                      252.243-7002                      REQUESTS FOR EQUITABLE ADJUSTMENT                      MAR/1998

DFARS

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(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

\_\_\_\_\_  
(Official's Name)

\_\_\_\_\_  
(Title)

\*\*\*

(End of clause)

(IA7035)

I-58                      52.201-4500                      AUTHORITY OF GOVERNMENT REPRESENTATIVE                      FEB/1993

LOCAL

The Contractor is advised that contract changes, such as engineering changes, will be authorized only by the Contracting Officer or his representative in accordance with the terms of the contract. No other Government representative, whether in the act of technical supervision or administration, is authorized to make any commitment to the Contractor or to instruct the Contractor to perform or terminate any work, or to incur any obligation. Project Engineers, Technical Supervisors and other

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groups are not authorized to make or otherwise direct changes which in any way affect the contractual relationship of the Government and the Contractor.

(End of clause)

(IS7025)

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SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>  
The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(KA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP/2005
K-2	252.209-7001 DFARS	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	OCT/2006

K-3      52.204-8      ANNUAL REPRESENTATIONS AND CERTIFICATIONS      JAN/2006  
(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is \_\_\_\_\_ [insert NAICS code].

(2) The small business size standard is \_\_\_\_\_ [insert size standard].  
(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (c) applies.  
☐ (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of provision)

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402. (LA7001)

	Regulatory Cite	Title	Date
L-1	52.211-2	AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST)	JAN/2006
L-2	52.215-1	INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITIONS	JAN/2004
L-3	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/2005
L-4	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	SEP/1990

Any contract awarded as a result of this solicitation will be a DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS)(15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of provision)

(LF6019)

L-5	52.233-2	SERVICE OF PROTEST	SEP/2006
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(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from \_\_\_\_\_. [Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.]

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

(LF6021)

L-6	52.211-4510 AMC	PARTNERING	AUG/2001
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(a) In an effort to most effectively accomplish the objectives of this contract, it is proposed that the government, the contractor, and its major subcontractors engage in the Partnering process.  
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(b) Participation in the Partnering process is entirely voluntary and is based upon a mutual commitment between government and industry to work cooperatively as a Team to identify and resolve problems and facilitates contract performance. The primary objective of the process is providing the American soldier with the highest quality supplies/services on time and at a reasonable price. Partnering requires the parties to look beyond the strict bounds of the contract in order to formulate actions that promote their common goals and objectives. It is a relationship that is based upon open and continuous communication, mutual trust and respect, and the replacement of the "us vs. them" mentality of the past with a "win-win" philosophy for the future. Partnering also promotes synergy, creative thinking, pride in performance, and the creation of a shared vision for success.  
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(c) After contract award, the government and the successful offeror will decide whether or not to engage in the Partnering process. Accordingly, offerors shall not include any anticipated costs associated with the implementation of the Partnering process in their proposed cost/price (e.g. cost of hiring a facilitator and conducting the Partnering Workshop). If the



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parties elect to partner, any costs associated with that process shall be identified and agreed to after contract award.

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(d) The establishment of this Partnering arrangement does not affect the legal responsibilities or relationship of the parties and cannot be used to alter, supplement or deviate from the terms of the contract. Any changes to the contract must be executed in writing by the Contracting Officer.

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(e) Implementation of this Partnering relationship will be based upon the AMC Model Partnering Process, as well as the principles and procedures set forth in the AMC Partnering Guide. The principal government representatives for this effort will be Ms. Helen T. Gonzales, Procuring Contracting Officer.

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(End of provision)

(LM6100)

L-7                      AMC                      AMC-LEVEL PROTEST PROGRAM                      MAR/2006

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office (GAO) or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command  
Office of Command Counsel  
9301 Chapek Rd. Room 2-1SE3401  
Ft. Belvoir, VA 22060-5527  
Facsimile number (703) 806-8866 or 8875

The AMC-level protest procedures are found at:

[http://www.amc.army.mil/amc/command\\_counsel/protestlink.htm](http://www.amc.army.mil/amc/command_counsel/protestlink.htm)

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-level Protest Procedures.

(End of provision)

(LM7010)

L-8                      52.215-4583                      DISCLOSURE OF UNIT PRICES                      FEB/2004  
LOCAL

Unless the offeror notifies the contracting officer, prior to submission of its initial proposal, of an objection to disclosure of its unit price, it is the Government's intent to publicly release (which would include, but is not limited to, a public award synopsis, contractor debrief, procurement history web posting, or Freedom of Information Act (FOIA) request) the unit price(s) stated in the contract awarded under this solicitation. Any objection must be submitted in writing, providing a detailed explanation of how release of the awarded unit price would result in a substantial competitive harm to the contractor. Objections will be reviewed to determine whether harm has been substantiated. Failure to timely notify the contracting officer waives any objection to disclosure of the unit price. A "unit price" is defined as the specified amount to be paid by the Government for the goods or services stated per unit, contract line item, or separately identified contract deliverable. The term "unit price" does not include any information on how the unit price was determined. This constitutes notification pursuant to Executive Order 12600.

(End of provision)

(LS7001)

1. THE CONSOLIDATION FACILITY MUST BE CAPABLE OF PROVIDING VOLUME REDUCTION, WASTE PROCESSING, REPACKAGING DECONTAMINATION CAPABILITY, AND BROKERAGE, RECYCLE AND DISPOSAL SERVICES. AND OFFEROR'S MUST OWN AND OPERATE THE CONSOLIDATION FACILITY AND, HOLD AN NUCLEAR REGULATORY COMMISSION (NRC) OR EQUIVALENT AGREEMENT STATE LICENSE WITH THE FOLLOWING MINIMAL MATERIAL LIMITS:

a. TOTAL ACTIVITY LIMIT                      10,000 CURIES

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- b. TRITIUM 5,000 CURIES
- c. SOURCE MATERIAL 100,000 LBS
- d. ATOMIC NUMBER 2-91  
(EXCEPT SOURCE MATERIAL 1,000 CURIES/NUCLIDE
- e. ATOMIC NUMBER >91 (EXCEPT SNM) 25 CURIES/NUCLIDE
- f. SPECIAL NUCLEAR MATERIAL 200g OF U235 OR 100g  
OF U233 OR 100g PLUTONIUM  
OR ANY COMBINATION OF THESE  
PROVIDED THE SUM OF THE RATIOS OF THE  
QUANTITIES DOES NOT EXCEED UNITY

2. OFFERORS ARE REQUIRED TO SUBMIT ALL INFORMATION THAT SHOWS THEY OWN AND OPERATE THE CONSOLIDATION FACILITY, WHICH REGION THE FACILITY IS LOCATED (REGION I, REGION II OR REGION III); THAT THE FACILITY MEETS THE MINIMUM MATERIAL LIMITS SPECIFIED IN PARAGRAPH 1 ABOVE, AND THAT THEY HOLD THE APPROPRIATE PERMITS, AGREEMENTS OR LICENSES AND COMPLY WITH ALL LOCAL, STATE AND FEDERAL LAWS AND REGULATIONS.
3. ALL OFFEROR'S ARE REQUIRED TO SUBMIT A PRICING PROPOSAL BY COMPLETING SECTION B OF THIS SOLICITATION. IN ORDER TO BE CONSIDERED FOR AWARD OFFEROR'S MUST SUBMIT PRICES FOR ALL CONTRACT LINE ITEMS IN SECTION "B".
4. OFFEROR'S MAY SUBMIT THEIR PROPOSALS ELECTRONICALLY BY THE CLOSING DATE ON PAGE 1 OF THIS SOLICITATION. ELECTRONIC SUBMISSIONS MUST BE SENT TO EITHER OF THE FOLLOWING EMAIL ADDRESSES: PETER.BROWN@US.ARMY.MIL OR HELEN.GONZALES@US.ARMY.MIL.
5. IN ORDER TO BE CONSIDERED FOR AWARD THE CONTRACTOR MUST VALIDATE THEIR BID RATES FOR A PERIOD OF SIX (6) MONTHS FROM THE CLOSING DATE OF THIS RFP.
6. ALL OFFEROR'S ARE REQUIRED TO SUBMIT A SUBCONTRACTING PLAN IN ACCORDANCE WITH FAR 19.7804-4 ALONG WITH THEIR PROPOSALS.

\*\*\* END OF NARRATIVE L 0001 \*\*\*

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SECTION M - EVALUATION FACTORS FOR AWARD

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

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MA7001

1. THE GOVERNMENT INTENDS TO AWARD UP TO THREE (3) INDEFINITE-DELIVERY/INDEFINITE-QUANTITY (IDIQ)CONTRACTS (ONE AWARD FOR EACH REGION) THAT EXPIRE FIVE (5) YEARS AFTER AWARD OF THE INITIAL ORDER. THE ARMY INTENDS TO AWARD UP TO ONE CONTRACT IN EACH OF THE FOLLOWING REGIONS TO THE TECHNICALLY ACCEPTABLE, LOW PRICED OFFER:

a) REGION I: SELECTED FROM THE STATES OF ME, NH, VT, MA, CT, NY, PA, RI, DE, NJ, MD, WV, VA, MI, IN, OH, KY, TN, NC, SC, AL, GA AND FL.

b) REGION II: SELECTED FROM THE STATES OF ND, SD, MN, WI, IL, IA, NE, WY, CO, KS, MO, AR, LA, MS, TX, OK AND NM.

c) REGION III: SELECTED FROM THE STATES OF WA, ID, MT, OR, NV, UT, AZ, CA, AK AND HI.

2. IN ORDER TO BE TECHNICALLY ACCEPTABLE, THE CONSOLIDATION FACILITY MUST BE CAPABLE OF PROVIDING VOLUME REDUCTION, WASTE PROCESSING, REPACKAGING DECONTAMINATION CAPABILITY, AND BROKERAGE, RECYCLE AND DISPOSAL SERVICES. OFFEROR'S MUST OWN AND OPERATE THE CONSOLIDATION FACILITY AND HOLD A NUCLEAR REGULATORY COMMISSION (NRC) OR EQUIVALENT AGREEMENT STATE LICENSE WITH THE FOLLOWING MINIMAL MATERIAL LIMITS:

A. TOTAL ACTIVITY LIMIT	10,000 CURIES
B. TRITIUM	5,000 CURIES
C. SOURCE MATERIAL	100,000 LBS
D. ATOMIC NUMBER 2-91 (EXCEPT SOURCE MATERIAL)	1,000 CURIES/NUCLIDE
E. ATOMIC NUMBER >91 (EXCEPT SNM)	25 CURIES/NUCLIDE
F. SPECIAL NUCLEAR MATERIAL	200g OF U235 OR 100g OF U233 OR 100g PLUTONIUM OR ANY COMBINATION OF THESE PROVIDED THE SUM OF THE RATIOS OF THE QUANTITIES DOES NOT EXCEED UNITY

3. THE IDIQ CONTRACT AND FIRST TASK ORDER WILL BE MADE CONCURRENTLY TO THE LOW PRICED, TECHNICALLY ACCEPTABLE OFFEROR IN EACH REGION. IF THE GOVERNMENT DECIDES THAT THERE IS NO ACCEPTABLE PROPOSAL FOR ONE OF THE REGIONS, NO AWARD WILL BE MADE IN THAT REGION. AN AWARD WILL NOT BE MADE IN ANY REGION UNTIL A TASK ORDER CAN BE PLACED CONCURRENTLY.

4. AFTER THE IDIQ/INITIAL TASK ORDER IS IN PLACE, ANY OTHER TASK ORDERS AWARDED DURING THE FIVE YEAR CONTRACT PERIOD WILL BE AWARDED AT THE LOWEST OVERALL PRICE TO THE GOVERNMENT WITHOUT REGARD TO REGION. THE GOVERNMENT WILL CALCULATE THE COST OF THE PROCESSING, PERMITTING AND/OR BONDING COSTS AS WELL AS THE TRANSPORTATION COST TO THE GOVERNMENT (TO THE PROCESSING FACILITY AND TO THE DISPOSITION SITE). THE GOVERNMENT SHALL ALSO CONSIDER ALL APPLICABLE LOCAL, STATE AND FEDERAL RULES, LAWS, STATUTES AND REGULATIONS. THE GOVERNMENT RESERVES THE RIGHT TO AWARD A TASK ORDER UNDER ANY OF THE SUBSEQUENT IDIQ AWARDS THAT WILL BE THE MOST ADVANTAGEOUS TO THE GOVERNMENT.

5. THE MINIMUM DOLLAR AMOUNT OF EACH CONTRACT AWARDED AS A RESULT OF THIS SOLICITATION IS \$2,500.00. THE OVERALL SHARED MAXIMUM PRICE RESULTING FROM THIS SOLICITATION IS \$5,000,000.00. THE MAXIMUM AGGREGATE DOLLAR VALUE OF ALL DELIVERY ORDERS ISSUED TO ALL CONTRACTORS UNDER THIS SOLICITATION SHALL NOT EXCEED THE ABOVE MAXIMUM AMOUNT. THE MINIMUM AND MAXIMUM FOR EACH AWARD WILL BE DETERMINED AT THE TIME OF AWARD.

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6. THE GOVERNMENT RESERVES THE RIGHT TO HOLD DISCUSSIONS OR PROCEED WITH AWARD WITHOUT HOLDING DISCUSSIONS.

\*\*\* END OF NARRATIVE M 0001 \*\*\*